



United States Department of Justice  
Environment and Natural Resources Division  
Environmental Enforcement Section

DJ # 90-11-2-226C

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September 11, 2001

VIA U.S. MAIL

J. Scott Pemberton, Esquire  
Senior Assistant Regional Counsel  
U.S. Environmental Protection Agency Region VII  
901 N. 5<sup>th</sup> Street  
Kansas City, Kansas 66101

Site:	<u>Rose, Martha Chemical</u>
ID #:	<u>MO1980633069</u>
Break:	<u>12.1</u>
Other:	<u>9/11/01</u>

078D JED

RECEIVED

SEP 17 2001

Re: Entry of Consent Decree in *United States v. Central Illinois Public Service Company, et al.*, Case No. 01-00586-CV-W-1 (Martha C. Rose Chemicals Superfund Site in Holden, Missouri)

Dear Scott:

Enclosed please find a copy of the Consent Decree which was entered by the judge on August 27, 2001 in the above entitled case. If you have any questions, please call me at (202) 616-6560.

Very truly yours,

CYNTHIA M. FERGUSON  
Trial Attorney  
Environmental Enforcement Section

Enclosure

cc: Group File



40024771  
SUPERFUND RECORDS

**Whitaker, Sharon**

---

**From:** Galate, Mary on behalf of ECF  
**Sent:** Thursday, August 30, 2001 3:14 PM  
**To:** Whitaker, Sharon  
**Subject:** FW: Activity in Case 4-01-00586-DW United States of America v. Central Illinois Public Service Company et al "ORDER on motion for..."

—Original Message—

**From:** ecf.notification@mow.uscourts.gov  
[mailto:ecf.notification@mow.uscourts.gov]  
**Sent:** Thursday, August 30, 2001 2:17 PM  
**Subject:** Activity in Case 4-01-00586-DW United States of America v. Central Illinois Public Service Company et al "ORDER on motion for..."

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**Notice of Electronic Filing**

**Case Name:** United States of America v. Central Illinois Public Service Company et al  
**Case Number:** 4-01-00586-DW <https://ecf.mowd.uscourts.gov/cgi-bin/DktRpt.pl?4576>  
**Document Number:** 8

Copy the URL address on the line below into the location bar of your Web browser to view the document: [https://ecf.mowd.uscourts.gov/cgi-bin/show\\_case\\_doc?8,4576,,94433593](https://ecf.mowd.uscourts.gov/cgi-bin/show_case_doc?8,4576,,94433593),

**Docket Text:**

Order entered on 8/27/2001 granting motion for order on Consent Decree(Related Doc # [6])  
(Navarro, Steve)

The following document(s) are associated with this transaction:

**Document description:** Main Document

**Original filename:** I:/ECFdocs/Steve/01-586-condecree-082701.pdf

**Electronic document Stamp:**

[STAMP MOWDStamp\_ID=875559776 [Date=8/27/2001] [FileNumber=293695-0]  
[6530632b9cb56ae39800b96b58fe3a3c0c7affde12f7ff7b7503d89073c2cc29df276f4d76495a2861a0  
071d20cdb433b6dd5cba63a9fb64e9ea8d2b25780273]]

4-01-00586-DW Notice will be electronically mailed to:

James C. Bohling

[curt.bohling@usdoj.gov](mailto:curt.bohling@usdoj.gov); [electronic.casefiling@usdoj.gov](mailto:electronic.casefiling@usdoj.gov); [kc.ogc.wdmo@ssa.gov](mailto:kc.ogc.wdmo@ssa.gov)

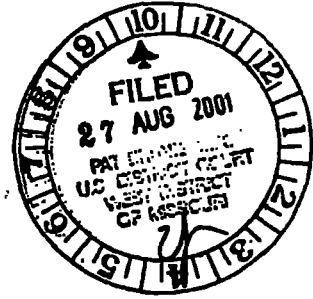
4-01-00586-DW Notice will not be electronically mailed to:

Cynthia M. Ferguson

1425 New York Avenue  
Washington, DC 20005

Sheldon A. Zabel  
6600 Sears Tower  
Chicago, IL 60606-6473

IN THE UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF MISSOURI



UNITED STATES OF AMERICA,

Plaintiff.

v.

Central Illinois Public  
Service Company,

Central Louisiana Electric  
Company, Inc.,

Colorado Springs Department  
of Utilities,

Commonwealth Edison Company,

General Motors Corporation,

Illinois Power Company,

Interstate Power Company,

Kansas Power & Light Company,

Louisiana Power & Light Company/  
New Orleans Public Service Inc.,

Midwest Energy Systems, Inc.,

Missouri Public Service Company,

New England Power Service Company,

Oklahoma Gas & Electric Company,

Omaha Public Power District,

Southwestern Electric Power Company,

and

West Texas Utilities Company,

Defendants.

Civil Action No.

01-00586-CV-W-1

CONSENT DECREE

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IN THE UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF MISSOURI

UNITED STATES OF AMERICA,

Plaintiff.

v.

Central Illinois Public  
Service Company,

Central Louisiana Electric  
Company, Inc.,

Colorado Springs Department  
of Utilities,

Commonwealth Edison Company,

General Motors Corporation,

Illinois Power Company,

Interstate Power Company,

Kansas Power & Light Company,

Louisiana Power & Light Company/  
New Orleans Public Service Inc.,

Midwest Energy Systems, Inc.,

Missouri Public Service Company,

New England Power Service Company,

Oklahoma Gas & Electric Company,

Omaha Public Power District,

Southwestern Electric Power Company,  
and

West Texas Utilities Company,

Defendants.

Civil Action No.  
01-00586-CV-W-1

CONSENT DECREE

CONSENT DECREE

E. The RCSC entered into a second CERCLA Section 106(a) Administrative Order on Consent ("AOC-II") with EPA in October 1987 under which the RCSC removed PCBs, PCB items and PCB-contaminated wastes from the Site and conducted a remedial investigation and feasibility study ("RI/FS").

F. Region VII of EPA issued a Record of Decision on March 6, 1992, selecting the final remedial action for the Site based upon the RI/FS conducted by the RCSC.

G. The RCSC implemented the final remedial actions at the Site pursuant to a CERCLA Section 106(a) Administrative Order, and amendments thereto, originally issued in September 1992.

H. The EPA has incurred and paid \$1,551,531.14 in response costs, excluding interest as of February 2, 2000.

I. The RCSC has reimbursed EPA \$106,327.12 for all RI/FS oversight costs pursuant to AOC-II.

J. The RCSC reimbursed the EPA \$938,500.00 for non-RI/FS oversight costs in April 1996.

K. In consideration of the existence of defunct parties, liable under CERCLA Section 107(a) for the costs incurred by the United States in connection with the Site, and other factors, the United States has agreed to accept \$173,700.49 from defendants as full payment of all remaining Past Response Costs.

L. The defendants that have entered into this Consent Decree ("Settling Defendants") do not admit any liability to

## I. BACKGROUND

A. The United States of America ("United States"), on behalf of the Administrator of the United States Environmental Protection Agency ("EPA"), filed a complaint in this matter pursuant to Section 107 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. § 9607, as amended ("CERCLA").

B. The United States in its complaint seeks reimbursement of response costs incurred by EPA and the U.S. Department of Justice for response actions taken at or in connection with the release or threatened release of hazardous substances at the Martha C. Rose Chemicals, Inc. Site ("the Site") located in the city of Holden, Johnson County, Missouri.

C. Martha C. Rose Chemicals, Inc. operated a polychlorinated biphenyl ("PCB") brokerage, processing and treatment business at the Site from 1982 until March of 1986 when the company abandoned the Site and approximately 14 million pounds of PCBs and PCB-contaminated wastes.

D. The defendants are members of a group commonly referred to as the Rose Chemicals Steering Committee ("RCSC"). The RCSC entered into a CERCLA Section 106(a) Administrative Order on Consent ("AOC-I") with EPA in November 1986, under which the RCSC inventoried the Site wastes and conducted other response actions to stabilize and secure the Site.



Plaintiff arising out of the transactions or occurrences alleged in the complaint.

M. The United States recognizes that Settling Defendants have entered into settlement agreements with other entities potentially liable under CERCLA Section 107(a). These entities are the Buy-out Parties and the Consent Parties identified in Appendices A and B, respectively, to this Consent Decree. The United States further recognizes that the Settling Defendants agreed to indemnify the Buy-out Parties in the event the United States initiates a cost recovery action against such a party for certain matters related to the Site.

N. The United States and Settling Defendants agree, and this Court by entering this Consent Decree finds, that this Consent Decree has been negotiated by the Parties in good faith, that settlement of this matter will avoid prolonged and complicated litigation between the Parties, and that this Consent Decree is fair, reasonable and in the public interest.

THEREFORE, with the consent of the Parties to this Decree, it is ORDERED, ADJUDGED AND DECREED:

## II. JURISDICTION

1. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §§ 1331 and 1345, and 42 U.S.C. §§ 9607 and 9613(b). This Court also has personal jurisdiction over Settling Defendants. Solely for the purposes of this

Consent Decree and the underlying complaint, the Settling Defendants waive all objections and defenses that they may have to jurisdiction of the Court or to venue in this District and shall not challenge the entry of this Consent Decree or this Court's jurisdiction to enter and enforce this Consent Decree.

### III. PARTIES BOUND

2. This Consent Decree is binding upon the United States and upon the Settling Defendants and their successors and assigns. Any change in ownership or corporate or other legal status, including but not limited to any transfer of assets or real or personal property, shall in no way alter the status or responsibilities of Settling Defendants under this Consent Decree.

### IV. DEFINITIONS

3. Unless otherwise expressly provided herein, terms used in this Consent Decree which are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them in CERCLA or in such regulations. Whenever terms listed below are used in this Consent Decree the following definitions shall apply:

a. "Buy-out Parties" shall mean those entities listed in Appendix A to this Consent Decree each of whom has been identified as a potentially responsible party for the Site and has entered into a settlement agreement with Settling Defendants.

b. "CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended 42 U.S.C. § 9601 et seq.

c. "Consent Decree" shall mean this Consent Decree and all appendices attached hereto. In the event of conflict between this Consent Decree and any appendix, the Consent Decree shall control.

d. "Consent Parties" shall mean those entities listed in Appendix B to this Consent Decree each of whom has been identified as a potentially responsible party for the Site and has entered into a settlement agreement with Settling Defendants.

e. "Day" shall mean a calendar day. In computing any period of time under this Consent Decree, where the last day would fall on a Saturday, Sunday, or federal holiday, the period shall run until the close of business of the next working day.

f. "DOJ" shall mean the United States Department of Justice and any successor departments, agencies or instrumentalities of the United States.

g. "EPA" shall mean the United States Environmental Protection Agency and any successor departments, agencies or instrumentalities of the United States.

h. "EPA Hazardous Substance Superfund" shall mean the Hazardous Substance Superfund established by the Internal Revenue Code, 26 U.S.C. § 9507.

i. "Future Response Costs" shall mean all costs incurred or paid by the United States in connection with the Site after the date of entry of this Consent Decree. Future Response Costs shall not include any payments made by Settling Defendants pursuant to Paragraphs 5-7 of this Consent Decree.

j. "Interest" shall mean interest at the current rate specified for interest on investments of the Hazardous Substance Superfund established by 26 U.S.C. § 9507, compounded annually on October 1 of each year, in accordance with 42 U.S.C. § 9707(a). The interest rate for Fiscal Year 2001 is 6.18%.

k. "Paragraph" shall mean a portion of this Consent Decree identified by an arabic numeral or upper or lower case letter.

l. "Parties" or "Party" shall mean the United States and every and/or each Settling Defendant.

m. "Past Response Costs" shall mean all costs, including but not limited to direct and indirect costs, that EPA or DOJ on behalf of EPA have incurred and paid in connection with the Site through the date of entry of this Consent Decree, plus accrued interest on all such costs through such date.

n. "Plaintiff" shall mean the United States.

o. "Section" shall mean a portion of this Consent Decree identified by a roman numeral.

p. "Settling Defendants" shall mean Central Illinois Public Service Company, Central Louisiana Electric Company, Inc., Colorado Springs Department of Utilities, Commonwealth Edison Company, General Motors Corporation, Illinois Power Company, Interstate Power Company, Kansas Power & Light Company, Louisiana Power & Light Company/New Orleans Public Service, Inc., Midwest Energy Systems, Inc., Missouri Public Service Company, New England Power Service Company, Oklahoma Gas & Electric Company, Omaha Public Power District, Southwestern Electric Power Company, and West Texas Utilities Company. For purposes of this Consent Decree, "Settling Defendants" shall include Settling Defendants' successors and assigns.

q. "Settling Defendants' Past Costs" shall mean all costs that the Settling Defendants have incurred at or in connection with the Site through the date of entry of this Consent Decree, plus accrued Interest on all such costs through such date.

r. "Site" shall mean the Martha C. Rose Chemicals, Inc. Superfund Site, encompassing approximately 11 acres, located at 500 West McKissock in the city of Holden, Johnson County, Missouri.

s. "United States" shall mean the United States of America, including its departments, agencies and instrumentalities.

**V. REIMBURSEMENT OF PAST RESPONSE COSTS**

4. Payment of Past Response Costs to the EPA Hazardous Substance Superfund. Settling Defendants shall pay to the EPA Hazardous Substance Superfund \$173,700.49 in reimbursement of Past Response Costs. This sum shall be paid by Settling Defendants within thirty (30) days of receipt of notice of entry of this Consent Decree pursuant to Section X, herein. Payment shall be made by FedWire Electronic Funds Transfer ("EFT") to the U.S. Department of Justice account in accordance with current EFT procedures, referencing the United States Attorney's Office ("USAO") File Number, the EPA Region and CERCLA Site Spill ID Number 078D and DOJ Case Number 90-11-2-226C. Payment shall be made in accordance with instructions provided to Settling Defendants by the Financial Litigation Unit of the U.S. Attorney's Office in the Western District of Missouri following lodging of the Consent Decree. Any payments received by the Department of Justice after 4:00 p.m. Eastern Time shall be credited on the next business day. Settling Defendants shall send notice to EPA and DOJ that payment has been made in accordance with Section X (Notices and Submissions) and to:

Financial Management Officer  
Policy and Management Division, Region VII  
U.S. Environmental Protection Agency  
901 N. 5<sup>th</sup> Street  
Kansas City, Kansas 66101

**VI. FAILURE TO COMPLY WITH REQUIREMENTS OF CONSENT DECREE**

5. Interest on Late Payments. In the event that any payment required by Section V (Reimbursement of Past Response Costs) or Section VI, Paragraph 6 (Stipulated Penalty), are not received when due, Interest shall begin to accrue on the unpaid balance, from the date due through the date of payment.

6. Stipulated Penalty.

a. If any amount due to EPA under this Consent Decree is not paid by the required date, Settling Defendants shall pay to EPA as a stipulated penalty, in addition to the Interest required by Paragraph 5, \$1,000.00 per violation per day for each day that such payment is late.

b. Stipulated penalties are due and payable within thirty (30) days of the Settling Defendants' receipt from EPA of a demand for payment of the penalties. All payments to EPA under this Paragraph shall be made by certified or cashier's check made payable to "EPA Hazardous Substance Superfund" and shall be sent to:

Mellon Bank, EPA Region VII Superfund  
FNMG Section  
P.O. Box 360748M  
Pittsburgh, Pennsylvania 15251

All payments shall indicate that the payment is for stipulated penalties and shall reference the name and address of the Party making payment, the EPA Region and CERCLA Site Spill ID Number

078D, the USAO File Number, and the DOJ Case Number 90-11-2-226C. Copies of check(s) paid pursuant to this Paragraph, and any accompanying transmittal letter(s), shall be sent to EPA and DOJ as provided in Section X (Notices and Submissions) and to the EPA Financial Management Officer identified in Paragraph 4, above.

c. Penalties shall accrue as provided in this Paragraph regardless of whether EPA has notified Settling Defendants of the violation or made a demand for payment, but need only be paid upon demand. All penalties shall begin to accrue on the day after complete performance is due or the day a violation occurs, and shall continue to accrue through the final day of correction of the noncompliance or completion of the activity. Nothing herein shall prevent the simultaneous accrual of separate penalties for separate violations of this Consent Decree.

7. If the United States brings an action to enforce this Consent Decree, Settling Defendants shall reimburse the United States for all costs of such action, including but not limited to costs of attorney time.

8. Payments made under Paragraphs 5-7 shall be in addition to any other remedy or sanction available to Plaintiff by virtue of Settling Defendants' failure to comply with the requirements of this Consent Decree.



9. The obligations of Settling Defendants to pay amounts owed the United States under this Consent Decree are joint and several. In the event of the failure of any one or more Settling Defendants to make the payments required under this Consent Decree, the remaining Settling Defendants shall be responsible for such payments.

10. Notwithstanding any other provision of this Section, the United States may, in its unreviewable discretion, waive payment of any portion of a stipulated penalty that has accrued pursuant to this Consent Decree.

11. Settling Defendants shall bear their own costs and attorney's fees.

VII. COVENANT NOT TO SUE BY PLAINTIFF

12. Covenant Not To Sue by United States. Except as specifically provided in Paragraph 13 (Reservation of Rights by United States), the United States covenants not to sue Settling Defendants pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), to recover Past Response Costs. This covenant not to sue shall take effect upon receipt by the United States of all payments required by Section V (Reimbursement of Past Response Costs) and Section VI, Paragraphs 5 (Interest on Late Payments) and 6(a) (Stipulated Penalty for Late Payment). This covenant not to sue is conditioned upon the satisfactory performance by Settling Defendants of their obligations under this Consent

Decree. This covenant not to sue extends only to Settling Defendants, their successors and assigns, and does not extend to any other person.

13. Reservation of Rights by United States. The covenant not to sue set forth in Paragraph 12 does not pertain to any matters other than those expressly specified therein. The United States reserves, and this Consent Decree is without prejudice to, all rights against Settling Defendants with respect to all other matters, including but not limited to:

a. liability for failure of Settling Defendants to meet a requirement of this Consent Decree;

b. liability for damages for injury to, destruction of, or loss of natural resources, and for costs of any natural resource damage assessments;

c. liability arising from the past, present or future disposal, release or threat of release of a hazardous substance, pollutant or contaminant outside of the Site;

d. criminal liability;

e. liability for injunctive relief or administrative order enforcement under Section 106 of CERCLA, 42 U.S.C. § 6906; and

f. liability for costs incurred or to be incurred by the United States in connection with the Site that are not within the definition of Past Response Costs.

VIII. COVENANT NOT TO SUE BY SETTLING DEFENDANTS

14. Covenant Not To Sue by Settling Defendants. Settling Defendants covenant not to sue and agree not to assert any claims or causes of action against the United States, or its contractors or employees, with respect to Past Response Costs, this Consent Decree or Settling Defendants' Past Costs, including but not limited to:

a. any direct or indirect claim for reimbursement from the Hazardous Substance Superfund based on Sections 106(b)(2), 107, 111, 112, or 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9607, 9611, 9612, or 9613, or any other provision of law;

b. any claim against the United States pursuant to Sections 107 and 113 of CERCLA, 42 U.S.C. §§ 9607 and 9613, relating to Past Response Costs or Settling Defendants' Past Costs; and

c. any claim arising out of response actions at the Site for which the Past Response Costs or Settling Defendants' Past Costs were incurred.

15. Notwithstanding any provision of this Consent Decree, in any action against Settling Defendants by the United States for Future Response Costs or injunctive relief at the Site, Settling Defendants reserve all rights and defenses available to them at law as to those Future Response Costs or injunctive relief sought by the United States.

16. Nothing in this Consent Decree shall be deemed to constitute approval or preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. 300.700(d).

**IX. EFFECT OF SETTLEMENT/CONTRIBUTION PROTECTION**

17. Effect of Settlement. Nothing in this Consent Decree shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this Consent Decree. Each of the Parties expressly reserves any and all rights (including, but not limited to, any right to contribution), defenses, claims, demands and causes of action which each Party may have with respect to any matter, transaction or occurrence relating in any way to the Site against any person not a Party hereto.

18. Contribution. The Parties agree, and by entering this Consent Decree the Court finds, that Settling Defendants are entitled, as of the effective date of this Consent Decree, to protection from contribution actions or claims as provided by Section 113(f)(2) of CERCLA, 42 U.S.C. § 9613(f)(2), for "matters addressed" in this Consent Decree. The "matters addressed" in this Consent Decree are Past Response Costs.

19. Each Settling Defendant agrees that, with respect to any suit or claim for contribution brought by it for matters related to this Consent Decree, it will notify EPA and DOJ in writing no later than sixty (60) days prior to the initiation of

such suit or claim. Each Settling Defendant also agrees that, with respect to any suit or claim for contribution brought against it for matters related to this Consent Decree, it will notify EPA and DOJ in writing within ten (10) days of service of the complaint or claim upon it. In addition, each Settling Defendant shall notify EPA and DOJ within ten (10) days of service or receipt of any Motion for Summary Judgment, and within ten (10) days of receipt of any order from a court setting a case for trial, for matters related to this Consent Decree. All notifications under this Paragraph shall be in accordance with Section X (Notices and Submissions) of this Consent Decree.

20. In any subsequent administrative or judicial proceeding initiated by the United States for injunctive relief, recovery of response costs, or other relief relating to the Site, Settling Defendants shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, res judicata, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon any contention that the claims raised by the United States in the subsequent proceeding were or should have been brought in the instant case; provided, however, that nothing in this Paragraph affects the enforceability of the Covenant Not To Sue by Plaintiff set forth in Section VII.

**X. NOTICES AND SUBMISSIONS**

21. Whenever, under the terms of this Consent Decree, notice is required to be given or a document is required to be sent by one Party to another, it shall be directed to the individuals at the addresses specified below, unless those individuals or their successors give notice of a change to the other Parties in writing. Written notice as specified herein shall constitute complete satisfaction of any written notice requirement of the Consent Decree with respect to the United States, EPA, DOJ and Settling Defendants, respectfully.

**AS TO THE UNITED STATES:**

**As to DOJ:**

Cynthia M. Ferguson  
Senior Attorney  
Environmental Enforcement Section  
Environment and Natural Resources Division  
U.S. Department of Justice  
P.O. Box 7611  
Washington, D.C. 20044-7611  
Re: 90-11-2-226C

**As to EPA:**

J. Scott Pemberton  
Senior Assistant Regional Counsel  
Office of Regional Counsel, Region VII  
U.S. Environmental Protection Agency  
901 N. 5<sup>th</sup> Street  
Kansas City, Kansas 66101

Steven Kinser  
Remedial Project Manager  
Superfund Division, Region VII  
U.S. Environmental Protection Agency  
901 N. 5<sup>th</sup> Street  
Kansas City, Kansas 66101

AS TO SETTLING DEFENDANTS:

Jene Robinson  
Chairman  
Rose Chemicals Steering Committee  
302 Shoreline Place  
Decatur, Illinois 62521

Sheldon A. Zabel, Esquire  
Schiff, Hardin & Waite  
6600 Sears Tower  
Chicago, Illinois 60606-6473

XI. RETENTION OF JURISDICTION

22. The Court shall retain jurisdiction over this matter for the purpose of interpreting and enforcing the terms of this Consent Decree.

XII. INTEGRATION/APPENDICES

23. This Consent Decree and its appendices constitute the final, complete and exclusive agreement and understanding among the Parties with respect to the settlement embodied in this Consent Decree. The Parties acknowledge that there are no representations, agreements or understandings relating to the settlement other than those expressly contained in this Consent Decree. The following appendices are attached to and incorporated into this Consent Decree:

Appendix A-List of Buy-out Parties  
Appendix B-List of Consent Parties

XIII. LODGING AND OPPORTUNITY FOR PUBLIC COMMENT

24. This Consent Decree shall be lodged with the Court for a period of not less than thirty (30) days for public notice and

comment. The United States reserves the right to withdraw or withhold its consent if the comments regarding the Consent Decree disclose facts or considerations which indicate that this Consent Decree is inappropriate, improper or inadequate. The Settling Defendants consent to the entry of this Consent Decree without further notice.

25. If for any reason this Court should decline to approve this Consent Decree in the form presented, this agreement is voidable at the sole discretion of any Party and the terms of the agreement may not be used as evidence in any litigation between the Parties.

#### **XIV EFFECTIVE DATE**

26. The effective date of this Consent Decree shall be the date upon which it is entered by the Court.

#### **XV. SIGNATORIES/SERVICE**

27. The undersigned representative of Settling Defendants certifies that he has been delegated the authority by all Settling Defendants and is fully authorized to enter into the terms and conditions of this Consent Decree and to execute and bind legally each such Settling Defendant to this document.

28. The Section Chief of the Environmental Enforcement Section, Environment and Natural Resources Division of the United States Department of Justice, certifies that he or she is fully authorized to enter into the terms and conditions of this Consent



Decree and to execute and bind legally such Party to this document.

29. Each Settling Defendant hereby agrees not to oppose entry of this Consent Decree by this Court or to challenge any provision of this Consent Decree, unless the United States has notified Settling Defendants in writing that it no longer supports entry of the Consent Decree.

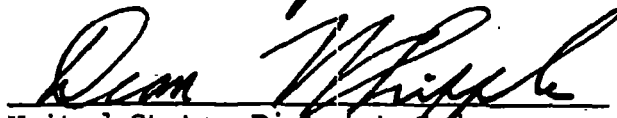
30. For the purposes of this Consent Decree, Settling Defendants have identified on the attached signature page the name and address of an agent who is authorized to accept service of process by mail on behalf of each Settling Defendant with respect to all matters arising under or relating to this Consent Decree. Settling Defendants hereby agree to accept service in that manner and to waive the formal service requirements set forth in Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court including, but not limited to, service of a summons.

SO ORDERED THIS

27

DAY OF

August, 2001.

  
United States District Judge  
Western District of Missouri

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Central Illinois Public Service Company, et al., Civil Action Number 01-00586-CV-W-1, relating to the Martha C. Rose Chemicals, Inc. Superfund Site.

FOR THE UNITED STATES OF AMERICA

Date: 5-24-01

Walker B. Smith  
Walker B. Smith  
Deputy Chief  
Environmental Enforcement Section  
Environment and Natural Resources  
Division  
U.S. Department of Justice  
Washington, D.C. 20530

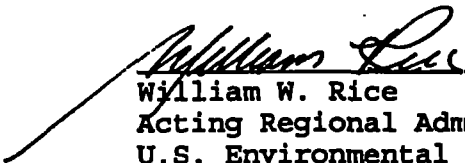
Date: May 30, 2001

Cynthia M. Ferguson  
Cynthia M. Ferguson  
Trial Attorney  
Environmental Enforcement Section  
Environment and Natural Resources  
Division  
U.S. Department of Justice  
P.O. Box 7611  
Washington, D.C. 20044-7611

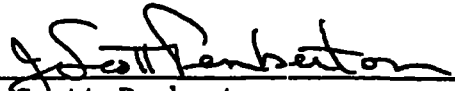
THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Central Illinois Public Service Company, et al., Civil Action Number 01-00586-CV-W-1, relating to the Martha C. Rose Chemicals, Inc. Superfund Site.

FOR THE U.S. ENVIRONMENTAL  
PROTECTION AGENCY

Date: May 11, 2001

  
William W. Rice  
Acting Regional Administrator  
U.S. Environmental Protection  
Agency, Region VII  
901 N. 5<sup>th</sup> Street  
Kansas City, Kansas 66101

Date: MAY 8, 2001

  
J. Scott Pemberton  
Senior Assistant Regional Counsel  
U.S. Environmental Protection  
Agency, Region VII  
901 N. 5<sup>th</sup> Street  
Kansas City, Kansas 66101

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Central Illinois Public Service Company, et al., Civil Action Number 61-00586-CV-W-1, relating to the Martha C. Rose Chemicals, Inc. Superfund Site.

FOR ALL SETTLING DEFENDANTS

Date: 4-16-01



Gene Robinson  
Chairman  
Rose Chemicals Steering Committee  
302 Shoreline Place  
Decatur, Illinois 62521

Date: April 12, 2001



Sheldon A. Zabel, Esquire  
Schiff, Hardin & Waite  
6600 Sears Tower  
Chicago, Illinois 60606-6473

Agent Authorized to Accept Service on Behalf of Above-signed Parties:

Name: Sheldon A. Zabel, Esquire  
Schiff Hardin & Waite  
Address: 6600 Sears Tower  
Chicago, Illinois 60606